

pursuant to 42 U.S.C. § 1983 for alleged deprivations of his rights protected by the Constitution of the United States. (Id.)

5. 28 U.S.C. § 1331 states that “[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.”

6. The United States District Court for the Eastern District of Pennsylvania has original jurisdiction over the claims alleged by Plaintiff, pursuant to 28 U.S.C. § 1331.

7. Defendant MANGUAL DEMOLITION INC has not been served process, and so their consent is not required for this removal according to 28 U.S.C. § 1446(b)(2)(a).

8. Pursuant to 53 P.S. Section 16257, operating departments of the City of Philadelphia such as the City of Philadelphia Department of Licenses and Inspections are not separate legal entities, and as such are not amenable to suit. However, for the purposes of this removal only, the City of Philadelphia Department of Licenses and Inspections will be deemed a petitioner for the removal of this action to the United States District Court for the Eastern District of Pennsylvania

9. True and correct copies of this Notice of Removal with accompanying exhibits and separate Notice to State Court of Filing of Notice of Removal, a copy of which is attached hereto as Exhibit “C,” will be served upon the plaintiff and filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania, in accordance with the provisions of 28 U.S.C. § 1446(d).

10. In filing this Notice of Removal, the petitioners do not waive any available defenses in this action.

Wherefore, petitioner, City of Philadelphia respectfully requests that the captioned Complaint be removed to the United States District Court for the Eastern District of Pennsylvania.

BY: /s/ Derek Kane
Derek Kane
Deputy City Solicitor
Attorney I.D. No. 316941
City of Philadelphia Law Department
1515 Arch Street, 14th Floor
Philadelphia, PA 19102
215-683-5374

Date: April 12, 2022

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AARC PROPERTIES, LLC	:	Civil Action
	:	
	:	
Plaintiff	:	
v.	:	NO: _____
	:	
City of Philadelphia	:	Formerly
City of Philadelphia Department	:	
Of Licenses and Inspections	:	Court of Common Pleas
and MANGUAL DEMOLITION INC	:	Trial Division—Civil
	:	January Term, 2022
Defendants	:	No. 220102526
	:	
	:	JURY TRIAL DEMANDED
	:	

NOTICE OF FILING OF REMOVAL

TO: LISMAN, JOHN
HOEGEN & ASSOCIATES, P.C.
152 SOUTH FRANKLIN STREET
WILKES-BARRE PA 18703

PLEASE TAKE NOTICE THAT on April 12, 2022 the defendant, City of Philadelphia, filed, in the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, a verified Notice of Removal.

A copy of this Notice of Removal is attached hereto and is also being filed with the Clerk of the Court of Common Pleas of Philadelphia County, pursuant to Title 28, United States Code, Section 1446(e).

/s/ Derek Kane
Derek Kane
Deputy City Solicitor
Attorney I.D. No. 316941
City of Philadelphia Law Department
1515 Arch Street, 14th Floor
Philadelphia, PA 19102
215-683-5374

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AARC PROPERTIES, LLC	:	Civil Action
	:	
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Plaintiff	:	
v.	:	NO: _____
	:	
City of Philadelphia	:	Formerly
City of Philadelphia Department	:	
Of Licenses and Inspections	:	Court of Common Pleas
and MANGUAL DEMOLITION INC	:	Trial Division—Civil
	:	January Term, 2022
Defendants	:	No. 220102526
	:	
	:	JURY TRIAL DEMANDED
	:	

CERTIFICATE OF SERVICE

I, Derek Kane, Deputy City Solicitor, do hereby certify that a true and correct copy of the attached Notice of Removal has been served upon the plaintiff's attorney and the co-defendants on the date indicated below via email:

TO: LISMAN, JOHN
HOEGEN & ASSOCIATES, P.C.
152 SOUTH FRANKLIN STREET
WILKES-BARRE PA 18703
jlisman@hoegenlaw.com

/s/ Derek Kane
Derek Kane
Deputy City Solicitor
Attorney I.D. No. 316941

Date: April 12, 2022

Exhibit “A”

Francis J. Hoegen, Esquire/55667
William L. Byrne, Esquire/85076
John K. Lisman, Esquire/322997
HOEGEN & ASSOCIATES, P.C.
152 South Franklin Street
Wilkes-Barre, PA 18701
(570) 820-3332
Fax: (570) 820-3262
E-mail: fhoegen@hoegenlaw.com; wbyrne@hoegenlaw.com
ATTORNEYS FOR PLAINTIFF




AARC PROPERTIES, LLC,	:	IN THE COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff	:	
	:	
	:	
v.	:	
	:	
CITY OF PHILADELPHIA,	:	
CITY OF PHILADELPHIA	:	
DEPARTMENT OF LICENSES AND	:	
INSPECTIONS, and	:	
MANGUAL DEMOLITION, INC.,	:	
	:	
Defendants.	:	NO.: 2022 – _____

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY OF PHILADELPHIA COUNTY:

Kindly issue a Writ of Summons in the above captioned action.

HOEGEN & ASSOCIATES, P.C.:


Francis J. Hoegen, Esquire
Atty. I.D. #: 55667
William L. Byrne, Esquire
Atty. ID. #: 85076
HOEGEN & ASSOCIATES, P.C.
152 South Franklin Street
P.O. Box 346
Wilkes-Barre, PA 18703-0346
(570) 820-3332
Fax: (570) 820-3262
E-mail: jlisman@hoegenlaw.com
Attorneys for Plaintiff

Francis J. Hoegen, Esquire/55667
William L. Byrne, Esquire/85076
HOEGEN & ASSOCIATES, P.C.
152 South Franklin Street
Wilkes-Barre, PA 18701
(570) 820-3332
Fax: (570) 820-3262
E-mail: fhoegen@hoegenlaw.com; wbyrne@hoegenlaw.com
ATTORNEYS FOR PLAINTIFF

AARC PROPERTIES, LLC,	:	IN THE COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff	:	
	:	
	:	
v.	:	
	:	
CITY OF PHILADELPHIA,	:	
CITY OF PHILADELPHIA	:	
DEPARTMENT OF LICENSES AND	:	
INSPECTIONS, and	:	
MANGUAL DEMOLITION, INC.,	:	
	:	
Defendants.	:	NO.: 2022 – _____

WRIT OF SUMMONS

COUNTY OF PHILADELPHIA :

COMMONWEALTH OF PENNSYLVANIA : SS

TO: CITY OF PHILADELPHIA and
CITY OF PHILADELPHIA DEPARTMENT OF LICENSES AND INSPECTIONS
1401 John F. Kennedy Boulevard
11th Floor
Philadelphia, PA 19102

MANGUAL DEMOLITION, INC.
2301 North 52nd Street
Philadelphia, PA 19132

You are hereby notified that the above named Plaintiff, AARC Properties, LLC, has commenced a civil action at law against you.

Date _____

PROTHONOTARY

BY: _____
Deputy

SEAL OF
THE
COURT

HOEGEN & ASSOCIATES, P.C.:



Francis J. Hoegen, Esquire

Atty. I.D. #: 55667

William L. Byrne, Esquire

Atty. ID. #: 85076

John K. Lisman, Esquire

Atty. I.D. #: 322997

HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street

P.O. Box 346

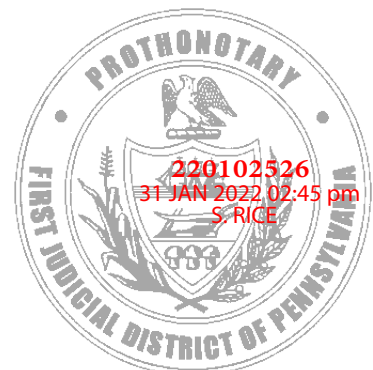
Wilkes-Barre, PA 18703-0346

(570) 820-3332

Fax: (570) 820-3262

E-Mail: jlisman@hoegenlaw.com

Attorney for Plaintiff:



Case ID: 220102526

Exhibit “B”

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

**Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center Philadelphia,
Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

**Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion
Legal
One Reading Center Filadelfia,
Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

Respectfully Submitted:

HOEGEN & ASSOCIATES, P.C.



Francis J. Hoegen, Esquire; Atty. I.D. #: 55667

William L. Byrne, Esquire; Atty. I.D. #: 85076

John K. Lisman, Esquire; Atty. I.D. #: 322997

HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street

Wilkes-Barre, PA 18703-0346

(570) 820-3332

Fax: (570) 820-3262

E-mail: fhoegen@hoegenlaw.com;

wbyrne@hoegenlaw.com; jlisman@hoegenlaw.com

Attorneys for Plaintiff

Francis J. Hoegen, Esquire/55667
 William L. Byrne, Esquire/85076
 John K. Lisman, Esquire/322997
HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street
 Wilkes-Barre, PA 18701

(570) 820-3332

Fax: (570) 820-3262

E-mail: fhoegen@hoegenlaw.com; wbyrne@hoegenlaw.com; jlisman@hoegenlaw.com

ATTORNEYS FOR PLAINTIFF: AARC PROPERTIES, LLC

AARC PROPERTIES, LLC,	:	IN THE COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff	:	
	:	
	:	
v.	:	JURY TRIAL DEMANDED
	:	
CITY OF PHILADELPHIA,	:	
CITY OF PHILADELPHIA	:	
DEPARTMENT OF LICENSES AND	:	
INSPECTIONS, and	:	
MANGUAL DEMOLITION, INC.,	:	JANUARY 2022 TERM
	:	
Defendants.	:	NO.: 220102526

COMPLAINT

AND NOW comes forth the Plaintiff, AARC Properties, LLC (“AARC”), by and through its attorneys, HOEGEN & ASSOCIATES, P.C., and brings forth the following Complaint against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licenses and Inspections (referred to collectively with the City of Philadelphia as the “City”), and Mangual Demolition, Inc. (“Mangual”), and sets forth the following in support thereof:

1. AARC is a Pennsylvania limited liability company having an address at 1847 Beyer Avenue, Philadelphia, PA 19115.
2. Defendant, City of Philadelphia, is a municipal corporation, which acted by and through its employees, agents, servants, officers, directors, managing agents, and/or ostensible agents, with a principal place of business at 1515 Arch Street, 14th Floor, Philadelphia, PA 19107.

3. Defendant, City of Philadelphia Department of Licenses and Inspections, is a department within the municipal corporation of the City of Philadelphia, which acted by and through its employees, agents, servants, officers, directors, managing agents, and/or ostensible agents, with a principal place of business at 1401 John F. Kennedy Boulevard, 11th Floor, Philadelphia, PA 19102.

4. Defendant, Mangual Demolition, Inc., is a Pennsylvania corporation having a principal place of business at 2301 North 52nd Street, Philadelphia, PA 19132.

5. AARC is the owner of certain real property which was formerly improved with a residential structure at 3527 North Warnock Street, Philadelphia, PA 19140 (the "Property"). A true and correct copy of the deed for the Property (the "Deed") is attached hereto and incorporated herein by reference as Exhibit "A."

6. AARC initially purchased the Property at a tax sale on April 18, 2019.

7. On May 31, 2019, AARC secured the Property in order to prevent any trespassing, illegal activities, or negative impacts on the neighborhood.

8. At all relevant times, the Property remained secured.

9. The Deed to the Property in favor of AARC was recorded on July 17, 2019.

10. In or about July 2019, representatives of AARC began coordinating with the City in order to obtain permits to conduct work at and on the Property.

11. The City did not provide AARC with proper notices of violations regarding the Property.

12. The City did not provide AARC with proper opportunities to cure purported issues at the Property.

13. The City instructed AARC to disregard certain papers issued by the City with regard to the Property.

14. On or about January 17, 2020, AARC and Buyer Property Connect, LLC entered into an “Agreement of Sale” pursuant to which AARC agreed to sell the Property to Buyer Property Connect, LLC, for an agreed-upon price of Twenty-Seven Thousand Dollars (\$27,000.00) (the “AARC-Buyer Connect Sale”). A true and correct copy of the Agreement of Sale is attached hereto as Exhibit “B” and incorporated herein by reference.

15. On or about March 6, 2020, the Commonwealth of Pennsylvania declared a state of emergency due to the COVID-19 pandemic.

16. On or about March 11, 2020, the offices of the City were closed and the public could not access the offices of the City.

17. On information and belief, on or about March 12, 2020, the City issued a permit to Mangual to demolish the residential structure on the Property (the “Demolition Permit”) and hand delivered correspondence regarding and/or containing the Demolition Permit to multiple owners of neighboring properties.

18. AARC was not served with the March 12, 2020, correspondence regarding and/or containing the Demolition Permit.

19. On March 16, 2020, a representative of AARC visited the Property and discovered that a construction crew from Mangual was present at the Property with a dumpster.

20. Mangual partially demolished the residential structure on the Property, leaving only the party wall standing and a large open hole leading into the basement of the residential structure on the Property.

21. Mangual left the Property in the state described in the preceding paragraph for a period of nearly two (2) months, before returning on or about April 30, 2020, and completely demolishing the remainder of the residential structure that existed on the Property.

22. Mangual left the Property in a state of disrepair, full of debris and rubble.

23. At all relevant times, Mangual was acting at the behest and direction of the City.

24. At all relevant times, the Property was in a good and reasonable state of repair and was not in a state such that demolition by Defendants was warranted.

25. At the times of the demolition, AARC had at the Property various items of property including fifty (50) sheets of floor sheathing, an LG washer, a sixty (60) inch vinyl bathroom tub, two (2) rolls of wire, two (2) tubs of PEX fittings and tools, an eight (8) foot step ladder, a six (6) foot step ladder, studs, two (2) toilers, a boiler, ten (10) windows, nine (9) interior doors, a front door, and a rear door (collectively, the "Construction Items").

26. Upon information and belief, the Construction Items were removed during the course of the demolition and never returned to AARC.

27. Upon information and belief, the Construction Items have a collective value of in excess of Thirteen Thousand Dollars (\$13,000.00).

28. As a result of the actions of Defendant, AARC was prevented from closing on the AARC-Buyer Connect Sale.

29. At all of the times relevant hereto, each Defendant acted through its respective employees, agents, servants, officers, directors, managing agents, and/or ostensible agents, each of whom were operating in the normal course of their employment.

30. At all of the times relevant hereto, and under color of law, statute, ordinance, regulation, custom, policy, and/or usage, the City retained Mangual in order to demolish the residential structure on the Property.

31. None of the Defendants provided actual and/or proper notice to the Plaintiff regarding any alleged defects or violations of the Property.

32. None of the Defendants provided actual and/or proper notice to the Plaintiff regarding the impending demolition performed at the Property at any time prior to commencing the demolition of the residential structure on the Property.

33. As a direct result of Defendants' conduct, AARC had no way to stop, postpone, and/or appeal the demolition or the decision to demolish the residential structure on the Property prior to the demolition being started and completed.

COUNT I – NEGLIGENT DEMOLITION

**Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections,
and Defendant, Mangual Demolition, Inc.**

34. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

35. Defendants had a duty to provide AARC with notice of any alleged violations and the opportunity to correct such violations or address other such concerns at the Property.

36. AARC was entitled to actual and proper notice of any defects or violations at the Property.

37. AARC was entitled to actual and proper notice of the demolition of the Property.

38. Defendants intentionally, recklessly, willfully, and/or negligently breached their duty to provide AARC proper notice of any defects or violations at the Property and thereby caused such injuries as pled herein.

39. Defendants intentionally, recklessly, willfully, and/or negligently breached their duty to provide AARC proper notice of the demolition of the Property and thereby caused such injuries as pled herein.

40. The failures of Defendants to provide requisite notice constitutes negligent demolition and equitable conversion of the Property.

41. Upon information and belief, Defendants negligently determined that the residential structure at the Property presented a danger as the structure was in a good and reasonable state of repair at all relevant times.

42. As a direct and proximate result of the Defendants' negligence, recklessness, and/or willful misconduct, the Defendants breached their duty to provide actual and proper notice to AARC, and caused AARC to suffer damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, the Plaintiff, AARC Properties LLC, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT II – NEGLIGENCE

Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections, and Defendant, Mangual Demolition, Inc.

43. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

44. Defendants had a duty of care to not disturb the Construction Items owned by AARC at the Property.

45. At the time of the wrongful demolition as described herein, Defendants each knew and/or should have known that AARC had the Construction Items stored within the Property.

46. Defendants breached their duty of care to AARC by proceeding with the wrongful demolition as described herein when they knew, or should have known, that the Construction Items would be destroyed by virtue of the demolition,

47. As a direct and proximate result of the Defendants' negligence, the Defendants caused damage to AARC's Construction Items in an amount in excess of Thirteen Thousand Dollars (\$13,000) by demolishing the residential structure on the Property while the Construction Items were still contained within same.

WHEREFORE, the Plaintiff, AARC Properties LLC, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT III – VIOLATION OF PROCEDURAL DUE PROCESS

Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections, and Defendant, Mangual Demolition, Inc.

48. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

49. Procedural due process requires that a deprivation of life, liberty, or property by adjudication be preceded by notice and an opportunity for hearing.

50. The Defendants failed to give AARC proper notice of the defects at the Property and the impending demolition.

51. Through Defendants' failure to give AARC proper notice of the defects at the Property and the impending demolition, the Defendants deprived the Plaintiffs of the possession, use, and enjoyment of the Property in violation of AARC's right to procedural due process under the Constitution of the United States of America and the Constitution of the Commonwealth of Pennsylvania.

52. At all relevant times, the Defendants were each required to provide timely and proper notice to AARC, reasonably calculated under all the circumstances to apprise AARC of the alleged defects on the Property, the demolition, and to afford AARC the opportunity to object, remove the Construction Items, and/or institute other available legal action.

53. In order to be constitutionally sufficient, the notice must be reasonably calculated to reach the intended recipient when sent.

54. The Defendants failed to provide appropriate notices as required by the Philadelphia Administrative Code.

55. AARC was therefore deprived of its protected property interest and the state, acting by and through all the Defendants herein, did not afford AARC adequate procedural due process rights prior to depriving AARC of its property interests.

56. AARC was therefore deprived of proper notice of the defects at the Property and the demolition.

57. Defendants' failures as referenced herein constitutes a violation of AARC's procedural due process rights, which failures entitle AARC to damages.

58. As a direct and proximate result of the Defendants' violations of AARC's rights to procedural due process under the Constitution of the United States of American and the Constitution of the Commonwealth of Pennsylvania, AARC has suffered damages in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, the Plaintiff, AARC Properties LLC, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT IV – VIOLATION OF SUBSTANTIVE DUE PROCESS

Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections, and Defendant, Mangual Demolition, Inc.

59. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

60. Defendants violated AARC's substantive due process rights guaranteed by the Constitution of the United States of America and the Constitution of the Commonwealth of

Pennsylvania by depriving AARC of its fundamental property interest in the Property and the Construction Items.

61. Defendants' violations of AARC's substantive due process rights guaranteed by the Constitution of the United States of America and the Constitution of the Commonwealth of Pennsylvania by depriving AARC of its fundamental property interest in the Property and the Construction Items shocks the conscience and/or was arbitrary and capricious

62. Defendants knew or should have known that they failed to provide proper notice as required by law to AARC.

63. Defendants demolished the residential structure on the Property without giving proper notice as required by law and thereby deprived AARC of its fundamental interest in the Property and, such deprivation being on that shocks the conscience and/or is arbitrary and capricious, the Defendants violated AARC's right to substantive due process as guaranteed by the Constitution of the United States of America and the Constitution of the Commonwealth of Pennsylvania.

64. AARC was entitled to the use and enjoyment of the Property and Construction Items.

65. AARC was deprived of the use and enjoyment of the Property and Construction Items.

66. The aforesaid deprivations constitute a violation of AARC's substantive due process rights.

67. As a direct and proximate result of Defendants' violations of AARC's right to substantive due process as guaranteed by the Constitution of the United States of America and the

Constitution of the Commonwealth of Pennsylvania, AARC has suffered damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, the Plaintiff, AARC Properties, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT IV – CONVERSION

Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections, and Defendant, Mangual Demolition, Inc.

68. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

69. At all times material hereto, at the time of the wrongful demolition on the Property, AARC had in its possession the Construction Items as described herein, and having a reasonable total value in excess of Thirteen Thousand Dollars (\$13,000.00).

70. It is believed and therefore averred that during the process of the wrongful demolition on the Property and in the course of Defendants' actions as described herein, the Construction Items were sold, taken, or otherwise disposed of by Defendants' employees and/or agents acting within the course and scope of their employment.

71. At all times material hereto, the Defendants deprived AARC of its right of property in, or use or possession of property, including the Construction Items, without AARC's consent and without lawful justification.

72. At all times material hereto, the Defendants, knew or should have known that the Construction Items contained within and on the Property were the property of AARC, but Defendants nonetheless converted the Construction Items to their own use and have failed to return any part of the Construction Items to Plaintiffs.

73. Defendants are liable to AARC for their conversion of the Construction Items because Defendants willfully interfered with AARC's right to possession of the Construction Items, without lawful justification to do so, and thus deprived AARC of its rights to possession and use of the Construction Items, and Defendants failed to make any effort to find AARC and return the Construction Items to AARC.

WHEREFORE, the Plaintiff, AARC Properties, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT VI – TRESPASS

Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections, and Defendant, Mangual Demolition, Inc.

74. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

75. Defendants, by and through their agents, employees, and/or subcontractors, intruded onto AARC's Property with the intention to damage the Property.

76. AARC did not receive actual and proper notice as required by law.

77. AARC had no reason to believe Defendants or their agents would intrude on the Property.

78. Defendants, by and/or through their agents, intruded onto the Property and damaged the Property and its contents as described herein, by demolishing the residential structure existing on the Property.

79. Neither Defendants nor their agents were privileged or licensed to enter the Property without properly notifying AARC.

80. AARC did not receive notice of the demolition.

81. As a direct and proximate result of Defendants' trespass, AARC is entitled to damages for the fair market value of the Property and Construction Items in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, the Plaintiff, AARC Properties, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

COUNT VII – CIVIL RIGHTS

**Plaintiff, AARC Properties, LLC v. Defendant, City of Philadelphia, Defendant, City of Philadelphia Department of Licensing and Inspections,
and Defendant, Mangual Demolition, Inc.**

82. Plaintiff incorporates the preceding paragraphs of this Complaint here as though the same were set forth more fully at length herein.

83. At all times relevant hereto, all Defendants and all Defendants' agents were acting under the color of law, statute, ordinance, regulation, custom, policy and usage in the pursuit of demolition of the residential real estate located on the Property.

84. At all times relevant hereto, all Defendants and all Defendants' agents were government actors or working at the behest of government actors, acting by and through their agents, servants, officers, directors, managing agents, or ostensible agents.

85. Defendants shockingly failed to give actual and proper notice to AARC of the alleged defects at the Property and the demolition due to inadequate customs, policies and procedures that decrease the accuracy of providing proper notice to property owners such as AARC.

86. Defendants' failures to provide actual and proper notices deprived AARC of rights, privileges, and/or immunities secured by the Constitution of the United States of America and the Constitution of the Commonwealth of Pennsylvania and, as such, Defendants are liable to AARC at law, suit, and/or equity.

87. Defendants' failures as described herein are due to, *inter alia*, inadequate customs, policies, and procedures that decrease the accuracy of providing proper notice to owners such as AARC.

88. Defendants' failures as described herein caused the deprivation of AARC's rights, privileges, and/or immunities secured by the Constitution of the United States of America and the Constitution of the Commonwealth of Pennsylvania and, as such, Defendants are liable to AARC at law, suit, and/or equity.

89. Defendants' failures as described herein deprived AARC of its possession, use and enjoyment of the Property in violation of their right to procedural due process under the Fourteenth Amendment of the Constitution of the United States of America.

90. Defendants' failures as described herein deprived Plaintiff of their fundamental interest in the Property and such deprivation being arbitrary and shocking the conscience, the Defendants violation the Plaintiffs' right to substantive due process under the Fourteenth Amendment of the Constitution of the United States of America.

91. AARC believes that the Defendants' failures as described herein were based on official policy or government custom or made by an individual with policy-making authority.

92. As a direct and proximate result of Defendants' violations of 42 U.S.C. Section 1983, AARC suffered damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, the Plaintiff, AARC Properties LLC, LLC, demands judgment in its favor and against the Defendants, the City of Philadelphia, the City of Philadelphia Department of Licensing and Inspections, and Mangual Demolition, Inc., jointly and/or severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with legal interest as allowed by law, court costs and any and all such other relief as this Honorable Court may deem appropriate.

Respectfully Submitted:

HOEGEN & ASSOCIATES, P.C.:



Francis J. Hoegen, Esquire; Atty. I.D. #: 55667

William L. Byrne, Esquire; Atty. I.D. #: 85076

John K. Lisman, Esquire; Atty. I.D. #: 322997

HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street

P.O. Box 346

Wilkes-Barre, PA 18703-0346

(570) 820-3332

Fax: (570) 820-3262

E-mail: jlisman@hoegenlaw.com

Attorneys for Plaintiff

AFFIDAVIT

I, Donna Rodgers, an authorized representative of AARC Properties, LLC, depose and say that I have read the foregoing Complaint and that the facts contained therein are true and correct to the best of my knowledge, information and belief, and that I am authorized to make this Affidavit. The legal language of the foregoing document is that of counsel. However, the document was prepared based upon information that was supplied to counsel. I have read the foregoing document and to the extent that it is based upon information which has been given to counsel, that information is true and correct to the best of my knowledge, information and belief. I further understand this statement is made subject to the penalties for unsworn falsification to authorities contained in 18 Pa. C.S.A. Section 4904.

A handwritten signature in cursive script that reads "Donna Rodgers". The signature is written in dark ink and is positioned above a horizontal line.

Donna Rodgers, authorized representative of AARC Properties, LLC

EXHIBIT A

1812-4073

Know all Men by these Presents

THAT I, Jewell Williams, Sheriff of the County of Philadelphia in the Commonwealth of Pennsylvania, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND XX / 100 [\$2,500.00] dollars, to me in hand paid, do hereby grant and convey to AARC PROPERTIES LLC .

DESCRIPTION

BRT#: 432125500

Premises Being: **3527 N WARNOCK ST, PHILADELPHIA, PA 19140-4315**

SEE ATTACHED LEGAL DESCRIPTION

The same having been sold, on the 18th day of April Anno Domini Two Thousand Nineteen, after due advertisement, according to the law, under and by virtue of a Writ of Execution/DECREE issued out of the Court of Common Pleas as of June Term, Two Thousand Fourteen Number T0555 as the suit of:

CITY OF PHILADELPHIA

VS.

ALPHONSO MONROE

In witness whereof, I have hereunto affixed my signature this 13th day of June Anno Domini Two Thousand Nineteen.

**SEALED AND DELIVERED
IN THE PRESENCE OF:**



Witness

Jewell Williams, SHERIFF

BY

Richard Tyer

Witness

Joseph C. Vignola

Joseph C. Vignola, Undersheriff

Commonwealth of Pennsylvania

County of Philadelphia

On this, the 13 Jun 2019, before me, the undersigned Officer, personally appeared JEWELL WILLIAMS, BY HIS/HER UNDERSHERIFF JOSEPH C. VIGNOLA, Sheriff of the County of Philadelphia, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Steven J. Wulko

Office of Judicial Records

Steven J. Wulko, Deputy Director



Book No. 1812

Writ No. 4073

Control No. _____

Deed = Poll

Jewell Williams, SHERIFF

TO

AARC PROPERTIES LLC

CITY OF PHILADELPHIA

VS.

ALPHONSO MONROE

Jun. T. 2014

No. T0555

Premises:

3527 N WARNOCK ST
PHILADELPHIA, PA19140-4315

Sheriff of the County of Philadelphia
Chief Inspector Richard Verrecchio
Witness

Real Estate/Settlement Dept.

Land Title Building

100 South Broad Street 5th Floor

Philadelphia, PA19110

The Address of the within-named Grantee

PO BOX 52921

PHILADELPHIA, PA19115

On behalf of the Grantee

Jewell Williams, SHERIFF

Philadelphia Sheriff Office



pennsylvania
DEPARTMENT OF REVENUE

Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

53538715 Page 4 of 4
**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All Inquiries may be directed to the following person:

Name Sheriff of the County of Philadelphia		Telephone Number (215) 686-3530	
Mailing Address Land Title Building 100 South Broad Street 5th Floor		City Philadelphia	State PA
		ZIP Code 19110	

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Jewell Williams, Sheriff		Grantee(s)/Lessee(s) AARC PROPERTIES LLC	
Mailing Address Land Title Building 100 South Broad Street 5th Floor		Mailing Address PO BOX 52921	
City Philadelphia	State PA	ZIP Code 19110	
		City PHILADELPHIA	State PA
		ZIP Code 19115	

C. REAL ESTATE LOCATION

Street Address 3527 N WARNOCK ST		City, Township, Borough PHILADELPHIA	
County Philadelphia	School District	Tax Parcel Number 432125500	

D. VALUATION DATA

Was transaction part of an assignment or relocation? ☐ Y ☐ N

1. Actual Cash Consideration \$2,500.00	2. Other Consideration + \$0.00	3. Total Consideration = \$2,500.00
4. County Assessed Value \$11,400.00	5. Common Level Ratio Factor x 1.01	6. Computed Value = \$11,514.00

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest In Real Estate	1c. Percentage of Grantor's Interest Conveyed
---------------------------------	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____
(Name of Descendant) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Crystal Martinez	Date 06/13/2019
--	---------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Case ID: 220102526

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION		BOOK NO. _____ PAGE NO. _____	
Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).		DATE RECORDED _____ CITY TAX PAID _____	
A. CORRESPONDENT - All inquiries may be directed to the following person:			
NAME Sheriff of the County of Philadelphia		TELEPHONE NUMBER (215) 686-3530	
STREET ADDRESS Land Title Building 100 South Broad Street 5th Floor		CITY Philadelphia	STATE PA
		ZIP CODE 19110	
B. TRANSFER DATA		DATE OF ACCEPTANCE OF DOCUMENT: _____	
GRANTOR(S)/LESSOR(S) Jewell Williams, Sheriff		GRANTEE(S)/LESSEE(S) AARC PROPERTIES LLC	
STREET ADDRESS Land Title Building 100 South Broad Street 5th Floor		STREET ADDRESS PO BOX 52921	
CITY Philadelphia	STATE PA	CITY PHILADELPHIA	STATE PA
	ZIP CODE 19110		ZIP CODE 19115
C. PROPERTY LOCATION			
STREET ADDRESS 3527 N WARNOCK ST		CITY, TOWNSHIP, BOROUGH PHILADELPHIA	
COUNTY PHILADELPHIA	SCHOOL DISTRICT _____	TAX PARCEL NUMBER 432125500	
D. VALUATION DATA			
1. ACTUAL CASH CONSIDERATION \$2,500.00	2. OTHER CONSIDERATION + \$0.00	3. TOTAL CONSIDERATION = \$2,500.00	
4. COUNTY ASSESSED VALUE \$11,400.00	5. COMMON LEVEL RATIO FACTOR x 1.01	6. FAIR MARKET VALUE = \$11,514.00	
E. EXEMPTION DATA			
1A. AMOUNT OF EXEMPTION _____	1B. PERCENTAGE OF INTEREST CONVEYED _____	Transfer Tax: \$1,862.26	
2. Check Appropriate Box Below for Exemption Claimed			
<input type="checkbox"/> Will or intestate succession _____ <div style="text-align: center;">(NAME OF DECEDENT) (ESTATE FILE NUMBER)</div>			
<input type="checkbox"/> Transfer to Industrial Development Agency.			
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement).			
<input type="checkbox"/> Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____			
<input type="checkbox"/> Transfer to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).			
<input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in a default. Mortgage Book Number _____, Page Number _____ Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).			
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed).			
<input type="checkbox"/> Other (Please explain exemption claimed, if other than listed above.) _____ _____ _____			
<i>Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.</i>			
SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY Crystal Martinez		DATE 6/13/2019	

1812-4073

ATTACHED TO AND FORMING A PART OF TAX INFORMATION CERTIFICATE

Order Number LTS1943475

Client Number 432125500

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected

SITUATE on the East side of Warnock at the distance of Two Hundred Eighty Two feet Southward from the South side of Venango Street in the Forty third Ward of the City of Philadelphia

CONTAINING in front or breadth on the said Warnock Street Fourteen feet and extending of that width Eastward between parallel lines at right angles to Warnock Street Fifty six feet to a certain three feet wide alley which extends Southward from Venango Street to Rising Sun Avenue

BEING premises No 3527 Warnock Street

BEING BRT 43 2 1255 00

TOGETHER with the free and common use right liberty and privilege of the said alleys as and for passageways and watercourses at all times hereafter forever

BEING the same land and premises which became vested in Catherine Brown by deed from Redevelopment Authority of the City of Philadelphia dated 3/26/1984 recorded 4/27/1984 in the Philadelphia County Clerk/Register's Office in Deed Book ALO 86 Page 409

FRONTAGE 14 x 56

EXHIBIT B



AGREEMENT OF SALE

THIS AGREEMENT is made on January 17, 2020 between:

AARC Properties LLC, hereinafter called the Seller(s), and

Property Buyer Connect LLC, and/or Assignee, hereinafter called the Buyer.

WITNESSETH that Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase a subject property (lot or piece of ground) known as:

3527 N Warnock St, Philadelphia, PA 19140.

TERMS AND CONDITIONS

1. The price or consideration shall be twenty-seven thousand dollars (\$27,000.00), which shall be paid to the Seller by the Buyer at closing.
2. The premises is to be conveyed free and clear of all liens, encumbrances and easements excepting however the following existing deed restrictions, ordinances, building restrictions, easements of roads, easements visible upon the grounds, easements of record, privileges or rights of public services companies, if any; otherwise the title to the above described real estate will be good at marketable/and such as will be insured by a reputable title company doing business in Philadelphia, Pennsylvania at the regular rates. If the title is not marketable, it is the seller's responsibility to provide and/or cooperate with the buyer to provide a clear and insurable title.
3. Settlement shall be made on or before February 17, 2020 with the automatic option of the Buyer to extend by 30 days if desired. Settlement shall take place at a reasonable and convenient time and location at the Buyer's discretion. Settlement time is of the essence in this Agreement, unless extended by mutual consent in writing endorsed hereon.
4. It is understood that Buyer has inspected the property and has agreed to purchase it in its present condition. Seller agrees to maintain the property in its present condition until settlement. Buyer shall be entitled to have a pre-settlement inspection of the property to verify that it has been maintained in its present condition.

5. Real estate taxes, water and sewer rentals shall be apportioned to pro-rata as of the date of settlement, any previous year's taxes to be paid by seller. It is understood and agreed that the Buyer and Seller shall split equally all transfer taxes imposed by any governmental authority.
6. Transfer from Seller by special warranty deed or other customary instrument of transfer to be recorded by the title company.
7. Possession is to be given at the time of settlement.
8. All plumbing, heating and lighting fixtures, and systems appurtenant there to, all fixtures on the premises, all screens, shades, and awnings, if any, and all trees, shrubbery, and plants now in or on the property are included in this sale and purchase price.
9. Seller shall bear the risk of loss from fire or other casualties until time of settlement. In the event of damage to the property by fire or other casualty not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving a return of all down money paid or of accepting the property in its then condition together with the proceeds of any insurance recovery obtained by Seller.
10. In the event the Seller is unable to give good and marketable title and such as will be insured by a title company as set forth above, Buyer shall have the option of taking such title as the Seller can give, or of being repaid all moneys paid on account by Buyer in which event there shall be no further liability or obligation by either party to the other and this Agreement shall become null and void.
11. Closing date may be extended for up to 90 days, at buyer's sole discretion, if required to clear title issues or resolve any other issues related to this contract.
12. Once title is clear, if seller does not complete the transaction prior to or on the closing date, and if no fault of the Buyer, then Buyer has the right to take action to recoup and cover all associated cost, time and potential profit regarding to this agreement. Buyer shall also have the option to compel specific performance on the sale, meaning requiring Seller to abide by the sale terms in this contract.
13. If Buyer is unable to complete the purchase for any reason, the Seller shall keep earnest money deposit (if any) as total liquidated damages and Buyer is released from any further obligation under this contract.
14. This Agreement contains the whole agreement between the Seller and Buyer. This Agreement can be assigned or transferred by the Buyer without written consent of the Seller being first had and obtained subject to the said provision regarding assignment by Buyer. This agreement shall extend to and bind the heirs, executors, administrators, and assigns of the respective parties hereto. There are no other terms, obligations, covenants

representations, statements, or conditions oral or otherwise, of any kind whatsoever.

15. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and is hereby authorized by ALL PARTIES that this Agreement is recordable with the City of Philadelphia if Buyer elects to do so.
16. It is hereby agreed and understood by Seller and Buyer that the Buyer is a PA Licensed Real Estate Agent.
17. It is hereby agreed and understood that Buyer has permission from the Seller to advertise the property as Buyer deems necessary and permission to assign the contract to another party.
18. Seller shall provide access to property to Buyer, Buyer's contractors, Buyer's insurance company, and all other of Buyer's associates to expedite the settlement process.
19. Additional Terms:

Buyer will have an inspection period of 30 days of signing this agreement to inspect the property. Seller is required to allow access to Buyer. Purchase of property is contingent on inspection period. This agreement is subject to the final inspection and approval of the property by the Buyer.

SIGN AND DATE

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS

Seller Signed Name: Conor Rodgers dotloop verified
01/17/20 5:51 PM EST
G2L0-IEBA-MI4L-CWCG DATE: X _____

Seller Printed Name: AARC Properties LLC

Buyer Signed Name: X Irfan Raza dotloop verified
01/18/20 5:18 AM SGT
AJGX-LC27-CP2P-OZXQ DATE: X _____

Buyer Printed Name: Property Buyer Connect – Irfan Raza

Francis J. Hoegen, Esquire/55667

William L. Byrne, Esquire/85076

John K. Lisman, Esquire/322997

HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street

Wilkes-Barre, PA 18701

(570) 820-3332

Fax: (570) 820-3262

E-mail: fhoegen@hoegenlaw.com; wbyrne@hoegenlaw.com; jlisman@hoegenlaw.com

ATTORNEYS FOR PLAINTIFF: AARC PROPERTIES, LLC

AARC PROPERTIES, LLC,

Plaintiff

v.

CITY OF PHILADELPHIA,

CITY OF PHILADELPHIA

DEPARTMENT OF LICENSES AND

INSPECTIONS, and

MANGUAL DEMOLITION, INC.,

Defendants.

: IN THE COURT OF COMMON PLEAS

: OF PHILADELPHIA COUNTY

: JURY TRIAL DEMANDED

: JANUARY 2022 TERM

: NO.: 220102526

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully Submitted:



John K. Lisman, Esquire, Atty; I.D. #:32997

HOEGEN & ASSOCIATES, P.C.

152 South Franklin Street

P.O. Box 346

Wilkes-Barre, PA 18703-0346

(570) 820-3332

Fax: (570) 820-3262

E-mail: jlisman@hoegenlaw.com

Francis J. Hoegen, Esquire/55667
 William L. Byrne, Esquire/85076
 John K. Lisman, Esquire/322997

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E-mail: fhoegen@hoegenlaw.com; wbyrne@hoegenlaw.com; jlisman@hoegenlaw.com

ATTORNEYS FOR PLAINTIFF: AARC PROPERTIES, LLC

AARC PROPERTIES, LLC,

Plaintiff

v.

CITY OF PHILADELPHIA,

CITY OF PHILADELPHIA

DEPARTMENT OF LICENSES AND

INSPECTIONS, and

MANGUAL DEMOLITION, INC.,

Defendants.

: IN THE COURT OF COMMON PLEAS

: OF PHILADELPHIA COUNTY

: JURY TRIAL DEMANDED

: JANUARY 2022 TERM

: NO.: 220102526

CERTIFICATE OF SERVICE

AND NOW, this 17th day of March, 2022, I, John K. Lisman, Esquire, hereby certify that I have, this date, served the foregoing Complaint, upon counsel and the parties listed below, by depositing the same in the United States Mail, via regular first-class mail and via electronic mail as listed below. I understand this statement is made subject to the penalties for unsworn falsification to authorities contained in 18 Pa. C.S.A. Section 4904.

Sean Kirby
 1515 Arch Street, 14th Floor
 Philadelphia, PA 19107

Sean.Kirby@phila.gov; Lisa.Stahl@phila.gov

**VIA USPS FIRST CLASS MAIL AND
 EMAIL**

Counsel for the City of Philadelphia

Mangual Demolition, Inc.

2301 North 52nd Street

Philadelphia, PA 19132

VIA USPS FIRST CLASS MAIL

Pro Se


 John K. Lisman, Esquire

Exhibit “C”

**City of Philadelphia Law Department
Derek R. Kane, Esquire
Deputy City Solicitor
Attorney I.D. No. 316941
One Parkway Building
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1595
(215) 683-5374 (direct dial) / (215) 683-5398 (fax)**

AARC PROPERTIES LLC

v.

CITY OF PHILADELPHIA ET AL.

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**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION**

**JANUARY TERM, 2022
NO. 2526**

NOTICE OF FILING OF NOTICE OF REMOVAL

To the Prothonotary:

Pursuant to 28 U.S.C. § 1446(d), Defendant, City of Philadelphia, by and through the undersigned counsel, hereby give notice that they have filed in the United States District Court for the Eastern District of Pennsylvania the attached Notice of Removal (without exhibits) of the above-captioned action.

Pursuant to 28 U.S.C. § 1446, the filing of this Notice effects the removal of this action to the federal court, and this Court is directed to “proceed no further unless and until the case is remanded.” 28 U.S.C. § 1446(d).

Respectfully submitted,

Date: April 11, 2022

/s/ Derek Kane
Derek Kane, Esquire

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AARC PROPERTIES LLC

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
LISMAN, JOHN
HOEGEN & ASSOCIATES, P.C.
152 SOUTH FRANKLIN STREET

DEFENDANTS

City of Philadelphia, et al.

County of Residence of First Listed Defendant Philadelphia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Derek Kane, City of Philadelphia Law Department
One Parkway Building
1515 Arch Street 14th Floor

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. § 1983

Brief description of cause:
alleged violation the Plaintiffs' right to substantive due process under the Fourteenth Amendment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

Apr 12, 2022

SIGNATURE OF ATTORNEY OF RECORD

DK

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: _____

Address of Defendant: _____

Place of Accident, Incident or Transaction: _____


RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ **is** / ☐ **is not** related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: _____  **Must sign here** _____
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
☐ 2. FELA
☐ 3. Jones Act-Personal Injury
☐ 4. Antitrust
☐ 5. Patent
☐ 6. Labor-Management Relations
☐ 7. Civil Rights
☐ 8. Habeas Corpus
☐ 9. Securities Act(s) Cases
☐ 10. Social Security Review Cases
☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
☐ 2. Airplane Personal Injury
☐ 3. Assault, Defamation
☐ 4. Marine Personal Injury
☐ 5. Motor Vehicle Personal Injury
☐ 6. Other Personal Injury (Please specify): _____
☐ 7. Products Liability
☐ 8. Products Liability – Asbestos
☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: _____ **Sign here if applicable** _____
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.